



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Burles Consulting Pty Ltd
(AG2022/1740)

HUON REGIONAL CARE NURSING STAFF ENTERPRISE AGREEMENT 2022

Health and welfare services

DEPUTY PRESIDENT DEAN

CANBERRA, 20 JUNE 2022

Application for approval of the Huon Regional Care Nursing Staff Enterprise Agreement 2022.

[1] An application has been made for approval of an enterprise agreement known as the *Huon Regional Care Nursing Staff Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Burles Consulting Pty Ltd (Applicant). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Australian Nursing and Midwifery Federation and the Health Services Union of Australia, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from the first full pay period after 27 June 2022. The nominal expiry date of the Agreement is 19 June 2026.

The image shows a handwritten signature in cursive script, followed by the official seal of the Fair Work Commission. The seal is circular with a double border. The outer border contains the text "THE SEAL OF THE FAIR WORK COMMISSION" at the top and "AUSTRALIA" at the bottom. The inner circle features the Australian Coat of Arms, which includes a shield supported by a kangaroo and an emu, with a seven-pointed star above it.

DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2022/1740

Applicant: Huon Regional Care

UNDERTAKINGS

Huon Regional Care, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertaking with respect to the *Huon Regional Care Nursing Staff Enterprise Agreement 2022* ("the Agreement"):

1. That notwithstanding clause 2.3 the nominal expiry date of the agreement will not be more than 4 years after the day on which the FWC approves the agreement.
2. Notwithstanding the provisions of clause 12.5 (f) of the Agreement, any reduction in this regard will only occur if the Fair Work Commission (FWC) has determined that the amount of redundancy pay is able to be reduced to a specified amount that it considers appropriate.
3. Clause 29.4 only applies, to extent that an individual Employee may, by agreement, substitute another day for a Public Holiday.



Fiona Reid
Acting CEO
Huon Regional Care
16 June 2022



Huon Regional Care
Nursing
Enterprise Agreement 2022

Note - the model flexibility term is taken to be a term of this agreement. This agreement is to be read together with an undertaking given by the employer. The undertaking is also taken to be a term of this agreement. A copy of these terms can be found at the end of the agreement.

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Part 1—Application and Operation

1. Title

This Enterprise Agreement is the Huon Regional Care Nursing Staff Enterprise Agreement 2022.

2. Commencement and Duration

- 2.1 This Enterprise Agreement operates from the first full pay period after 7 days after FWC approval.
- 2.2 This Agreement operates to the complete exclusion of the Award and any other enterprise agreement made under the Act.
- 2.3 The nominal expiry date of this Agreement is 30 June 2026.
- 2.4 The monetary obligations imposed on Huon Regional Care by this Enterprise Agreement may be absorbed into over-Enterprise Agreement payments. Nothing in this Enterprise Agreement requires Huon Regional Care to maintain or increase any over-Enterprise Agreement payment.

3. Definitions and Interpretation

- 3.1 In this Enterprise Agreement, unless the contrary intention appears:
 - Act** means the Fair Work Act 2009 (Cth) and includes the Fair Work Regulations (both as amended from time to time) or any successor to both of them
 - ADOs** means accrued days off
 - Allowances** means the allowances set out in clause 16 (Allowances)
 - Award** means the *Nurses Award 2020*
 - Base Rate of Pay** has the same meaning under the Act
 - Casual Employee** means an Employee engaged on a Casual basis pursuant to clause 10.4 (Casual Employment)
 - Casual Loading** means the 25% loading paid to Casual Employees as set out in clause 10.4(b).
 - Classification** means the Classification structure set out in clause Schedule B (Classification Definitions).
 - Continuous Service** has the same meaning as in the Act.
 - Day Shift** means a shift worked between 6.00 am and 7.00 pm Monday to Friday

Day Worker means an Employee whose ordinary hours of work are between 6.00 am and 7.00 pm Monday to Friday

De Facto Partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes) and includes a former De Facto Partner of the Employee.

Default Fund Employee means an Employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth)

Defined Benefit Member has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth)

Enterprise Agreement means this document, the *Huon Regional Care Nursing Enterprise Agreement 2022*

Employee means an Employee that is covered by this Enterprise Agreement

Executive Manager means an Employee engaged

Full Rate of Pay has the same meaning under the Act

Full-Time Employee means an Employee engaged pursuant to clause 10.2 (Full Time Employment)

Huon Regional Care means the employer, Huon Regional Care Limited (ABN 63 683 694 146) of 3278 Huon Highway, Franklin TAS 7113

Immediate Family means a:

- (a) spouse, former spouse, De Facto Partner, former De Facto Partner, child, parent, grandparent, grandchild or sibling of the Employee; or
- (b) child, step child, parent, grandparent, grandchild or sibling of a spouse, former spouse, or De Facto Partner of the Employee

NES means the National Employment Standards as contained in Act.

Notice of Termination means the Notice of Termination set out in clauses 11.1 (Notice of Termination by Huon Regional Care) and 11.2 (Notice of Termination by an Employee)

Ongoing Employee means an Employee not engaged as a Temporary Employee or a Casual Employee

Ordinary Hours of Work means the hours of work set out in clause 18 (Ordinary Hours of Work)

Overtime means the overtime as set out in clause 25 (Overtime)

Part-Time Employee means an Employee engaged pursuant to clause 10.3 (Part Time Employment)

Pay Day means Huon Regional Care's usual day for the payment of remuneration as at the operative date of this Agreement (Thursday).

Probation means the period set out in clause 10.7 (Probationary Employment)

Public Holiday means the Public Holiday(s) referred to in clause 29 (Public Holidays).

Redundancy means a situation where Huon Regional Care no longer requires the Employee's job to be done by anyone because of operational requirements of the enterprise, except where this is due to the ordinary and customary turnover of labour.

Redundancy Pay means the hours worked per week:

- (a) as averaged over the previous 3 months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the ordinary rate for the classification;
- (b) any penalties as averaged over the previous 3 months, excluding any period of leave or other extraordinary absence; and
- (c) any all purpose allowances.

Regular Casual Employee means a Casual Employee who has in the preceding period of 12 months worked a pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to perform as a Full-Time Employee or Part-Time Employee under the provisions of this Enterprise Agreement.

Serious Misconduct has the same meaning as per the Act

Shiftworker for hours of work related matters means an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a Day Worker as defined in clause 3.1.

Shiftworker (Annual Leave) for the purpose of the additional weeks annual leave provided by the NES and clause 28, a shiftworker is defined as an Employee who: works for more than four ordinary hours on 10 or more weekends. For the purposes of this definition 'weekend' means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

Superannuation means the superannuation set out in clause 17 (Superannuation)

4. Coverage

4.1 This Enterprise Agreement covers and applies to:

- (a) Huon Regional Care; and
- (b) subject to clause 4.2, and 4.3, Employees of Huon Regional Care who are employed within the Classifications.

4.2 This Enterprise Agreement does not cover or apply to Employees employed in the following positions:

- (a) Chief Executive Officer;
- (b) General Manager and Executive Manager(s), as amended from time to time; or
- (c) an Employee excluded from enterprise agreement coverage by the Act.

4.3 This Enterprise Agreement applies to Employees the exclusion of any other enterprise agreement or modern award including but not limited to:

- (a) *Hobart District Nursing Service Incorporated Nurses Agreement 2014;*
- (b) *Hobart District Nursing Service Inc. Non-Nursing Agreement 2014;*

- (c) *Huon Regional Care Nursing Enterprise Agreement 2019;*
- (d) *Huon Eldercare Nursing Staff Agreement 2014;*
- (e) *Nurses Award 2020;*

5. Access to this Enterprise Agreement and the National Employment Standards

Huon Regional Care must ensure that copies of this Enterprise Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

6. The National Employment Standards and this Enterprise Agreement

- 6.1 The NES and this Enterprise Agreement contain the minimum conditions of employment for Employees covered by this Agreement.
- 6.2 Nothing in this Enterprise Agreement will operate to provide a less favourable entitlement for Employees in a particular respect than that provided by the NES.
- 6.3 Employee entitlements under this Enterprise Agreement:
 - (a) apply unless a superior condition applies in accordance with the NES; and
 - (b) are provided in satisfaction of, and not in addition to, entitlements under the NES.

7. Enterprise Agreement Flexibility

- 7.1 Notwithstanding any other provision of this Enterprise Agreement, Huon Regional Care and an individual Employee may agree to vary the application of certain terms of this Enterprise Agreement to meet the genuine individual needs of Huon Regional Care and the individual Employee. The terms Huon Regional Care and the individual Employee may agree to vary the application of are those concerning:
 - (a) allowances;
 - (b) arrangements for when work is performed;
 - (c) breaks;
 - (d) leave loading;
 - (e) overtime rates;
 - (f) Public Holidays;
 - (g) penalty rates;
 - (h) start and finish times;
 - (i) taking of any Leave; and

- (j) time in lieu or make up time arrangements;
- 7.2 Huon Regional Care and the individual Employee must have genuinely made the agreement without coercion or duress. An individual flexibility agreement under this clause can only be entered into after the individual Employee has commenced employment with Huon Regional Care.
- 7.3 The individual flexibility agreement between Huon Regional Care and the individual Employee must:
 - (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - (b) result in the Employee being better off overall at the time the individual flexibility agreement is made than the Employee would have been if no individual flexibility agreement had been agreed to.
- 7.4 The individual flexibility agreement between Huon Regional Care and the individual Employee must also:
 - (a) be in writing, name the parties to the individual flexibility agreement and be signed by Huon Regional Care and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - (b) state each term of this Enterprise Agreement that Huon Regional Care and the individual Employee have agreed to vary;
 - (c) detail how the application of each term has been varied by individual flexibility agreement between Huon Regional Care and the individual Employee;
 - (d) detail how the individual flexibility agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - (e) state the date the individual flexibility agreement commences to operate.
- 7.5 Huon Regional Care must give the individual Employee a copy of the individual flexibility agreement and keep the individual flexibility agreement as a time and wages record.
- 7.6 Except as provided in clause 7.1 the individual flexibility agreement must not require the approval or consent of a person other than Huon Regional Care and the individual Employee.
- 7.7 Huon Regional Care seeking to enter into an individual flexibility agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited Huon Regional Care must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.
- 7.8 The individual flexibility agreement may be terminated:
 - (a) by Huon Regional Care or the individual Employee giving 28 days Notice of Termination, in writing, to the other party and the individual flexibility agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between Huon Regional Care and the individual Employee.

- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Huon Regional Care and an individual Employee contained in any other term of this Enterprise Agreement.

Part 2—Consultation and Dispute Resolution

8. Consultation

8.1 Consultation regarding major workplace change

- (a) Huon Regional Care to notify
- (i) Where Huon Regional Care has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Huon Regional Care must notify the Employees who may be affected by the proposed changes and their representatives, if any.
 - (ii) **Significant effects** include termination of employment; major changes in the composition, operation or size of Huon Regional Care's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this Enterprise Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (b) Huon Regional Care to discuss change
- (i) The Huon Regional Care must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a), the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt and genuine consideration to matters raised by the Employees and/or their representatives in relation to the changes.
 - (ii) The discussions must commence as early as practicable after a definite decision has been made by Huon Regional Care to make the changes referred to in clause 8.1(a).
 - (iii) For the purposes of such discussion, Huon Regional Care must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Huon Regional Care is required to disclose confidential information the disclosure of which would be contrary to Huon Regional Care's interests.

8.2 Consultation about changes to rosters or hours of work

- (a) Where Huon Regional Care proposes to change an Employee's regular roster or ordinary hours of work, Huon Regional Care must consult with the Employee

or Employees affected and their representatives, if any, about the proposed change.

(b) The Huon Regional Care must:

- (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence;
- (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- (iii) give prompt and genuine consideration to any views about the change that are given by the Employee or Employees concerned and/or their representatives.

(c) Huon Eldercare is not required to disclose confidential or commercially sensitive information to the Employees.

(d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

(e) These provisions are to be read in conjunction with other Enterprise Agreement provisions concerning the scheduling of work and notice requirements.

8.3 Notice Board

(a) Union delegates may place union information on a notice board in a location designated for this purpose by Huon Regional Care.

9. Dispute Settlement Procedure

9.1 Application

(a) In the event of a dispute about a matter under this Enterprise Agreement, or a dispute in relation to the NES, or a matter pertaining to the employment relationship the parties to this Enterprise Agreement will follow the procedures set out below.

(b) Notwithstanding the generality of clause (a) and for the avoidance of doubt a matter relating to disciplinary proceedings, or General Protections or Unfair Dismissal under the Act are specifically excluded from this clause.

9.2 General Principles

(a) Where a dispute arises, the parties to the dispute will genuinely and promptly attempt to settle it in the workplace.

(b) The parties to a dispute will reasonably seek to resolve matters between themselves in accordance with the internal dispute resolution process set out at clauses 9.3(a) - 9.3(e) before proceeding to the external dispute resolution process set out at clauses 9.4(a) - 9.4(g).

- (c) All parties to the dispute must conduct themselves in good faith including but not limited to responding to matters in a timely manner.
- (d) At all stages in this dispute resolution procedure, Employees may request a representative of their choosing to represent them, which may include a Union representative. If such a request is made by the Employee, the representative shall not unreasonably be refused access to enter the workplace to represent the Employee or be prevented from contacting the relevant Employee by Huon Regional Care. When on Huon Regional Care premises or worksites pursuant to this sub-clause the representative must comply with all reasonable directions given by, and procedures of, Huon Regional Care including work health, safety and security in operation at those premises or worksites.
- (e) While Huon Regional Care and the Employee(s) are attempting to resolve any dispute under this procedure unless:
 - (i) a reasonable concern related to the health and safety of any person exists;
 - (ii) the parties agree otherwise; or
 - (iii) an Employee is part of an investigation or disciplinary process
 the position that existed prior to the dispute situation arising will prevail (ie status quo ante).

9.3 Internal Dispute Resolution Process

- (a) In the first instance, the dispute will be referred to the Employee's immediate supervisor who will discuss the dispute with the Employee(s) concerned.
- (b) If agreement is not reached after this discussion, the matter will be referred to the Employee's relevant manager nominated by Huon Regional Care who will reasonably convene a meeting with the Employee(s) concerned to further discuss the dispute.
- (c) If agreement is not reached after this further discussion, the party claiming the dispute must set out the dispute in writing and forward the dispute notification to the other party. The dispute notification must include with sufficient particulars:
 - (i) the nature of the dispute;
 - (ii) the factual basis of it;
 - (iii) outcome sought; and
 - (iv) the timeframes which the outcome(s) is expected to occur.
- (d) The dispute will then be referred to the relevant manager nominated by Huon Regional Care who will convene a meeting with the Employee(s) concerned and further attempt to resolve the dispute.
- (e) Unless otherwise agreed, the internal steps in clauses 9.3(a) - 9.3(d) are to be completed within 10 working days of the dispute notification being raised with the party. If the internal steps in clauses 9.3(a) - 9.3(d) are not completed within 10 working days, the dispute is deemed to have been resolved unless, an earlier

application is filed with the FWC within the timeframe as set out in clause 9.4(a)(ii).

9.4 External Dispute Resolution Process

- (a) If:
- (i) the dispute is still not resolved in accordance with the requirements of clauses 9.3(a) - 9.3(d) (Internal Dispute Resolution Process) above, or
 - (ii) prior to the expiry of the timeframe in clause 9.3(e), a party reasonably considers it is not reasonably practicable, for the steps clauses 9.3(a) - 9.3(d) (Internal Dispute Resolution Process) to be completed because of the urgency or serious nature of the dispute,

the dispute may be submitted by application, by either party, to the FWC for assistance in resolving the dispute by conciliation which includes expressing an opinion or making a recommendation.

- (b) If an application is not filed with FWC within 7 days of completion of the internal steps in clauses 9.3(a) - 9.3(d) (Internal Dispute Resolution Process) the dispute is deemed to have been resolved.
- (c) If the conciliation process fails to resolve the dispute, and subject to FWC certifying that there is a genuine dispute to be resolved and that the party referring the dispute to FWC has acted in good faith, the dispute may be referred, by either party, to FWC within 10 days for arbitration, otherwise the dispute is deemed to have been resolved.
- (d) At any stage during conciliation and prior to arbitration FWC may make any directions it considers appropriate including but not limited to the characterisation of the dispute and the status quo to apply in relation to the dispute which will be without prejudice to either party in arbitrating the dispute.
- (e) If FWC arbitrates the dispute, it may use the powers that are available to it under the Act and make a determination that is binding on the parties.
- (f) The parties may appeal in full any decision arising from arbitration as if it were a decision under the Act. Any decision of a Full Bench of FWC on appeal will be final and binding on the parties and will be by way of review of an error of law or significant error of fact.
- (g) The Full Bench may:
 - (i) uphold the original decision;
 - (ii) overturn the decision and substitute its own decision if the Full Bench considers it can adequately determine the matter; or
 - (iii) remit the matter to the original decision maker for reconsideration in accordance with the Full bench's written reasons for decision.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 Employment categories

- (a) Employees under this Enterprise Agreement will be employed in one of the following categories:
 - (i) Full-Time;
 - (ii) Part-Time; or
 - (iii) Casual.
- (b) At the time of engagement Huon Regional Care will inform each Employee whether they are employed on a Full-Time, Part-Time or Casual basis.
- (c) Huon Regional Care may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

10.2 Full-Time employment

- (a) A Full-Time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 18.1 (Ordinary hours of work) of this Enterprise Agreement.

10.3 Part-time employment

- (a) A Part-Time Employee is an Employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Before commencing Part-Time employment, Huon Regional Care and the Employee will agree in writing to:
 - (i) the minimum amount of hours within the span of the Employee's individual availability and the generally applicable rostering arrangements (rotating or otherwise) that will apply to those hours (**agreed regular pattern of work**) Employee; and
 - (ii) the days of the week, and the periods in each of those days, when the Employee will available to work the guaranteed hours (**the Employee's availability**); or
 - (iii) a regular pattern of work including the number of hours to be worked each week; and
 - (iv) the days of the week the Employee will work and the starting and finishing times each day.
- (c) No duress or undue influence may be applied by Huon Regional Care to an Employee when they decide on what pattern of work they prefer. Any such agreement must be recorded in writing and signed by the Employee and on behalf of Huon Regional Care

- (d) The agreed regular pattern of work does not necessarily have to provide for the same guaranteed number of hours in each week.
- (e) The agreement made pursuant to clause 10.3(b)(i) may subsequently be varied by agreement between Huon Regional Care and the Employee in writing. Any such agreement may be ongoing or for a specified period of time.
- (f) The agreement made pursuant to clause 10.3(b)(ii) may subsequently be varied by the Employee in writing with at least 14 days notice to Huon Regional Care. Any such agreement may be ongoing or for a specified period of time.
- (g) A Part-time Employee may request additional hours (ie: hours in excess of the Employee's agreed regular pattern of work) provided the hours meet the requirements of clause 18.1 (Ordinary hours of work) and are within the Employee's availability. If the Employee works those additional hours by agreement with the Employer, the Employee will be paid at the Employee's Base Rate of Pay.
- (h) The agreement made pursuant to clause 10.3(b)(iii) may subsequently be varied by agreement between Huon Regional Care and the Employee in writing. Any such agreement may be ongoing or for a specified period of time.
- (i) The agreement made pursuant to clause 10.3(b)(iv) may subsequently be varied by agreement between Huon Regional Care and the Employee in writing. Any such agreement may be ongoing or for a specified period of time.
- (j) Where the relevant manager cancels an Employee's shift in 10.3(g) with less than 24 hours' notice and as a result the Employee incurs registered commercial child care costs, such costs will be reimbursed by the Employer upon the provision of authorised receipts.
- (k) Where additional shift work hours become available, Part-time shift workers will have the first option of those hours. The Employer will ensure that the distribution of additional shifts to existing staff is equitable.
- (l) Any agreement between an Employee and the Employee's manager in accordance with clause 10.3(e)(f)(h)(i) shall become part of the Employee's time and attendance record.
- (m) The terms of this Enterprise Agreement will apply on a pro rata basis to Part-Time Employees on the basis that the ordinary weekly hours for Full-Time Employees are 38.
- (n) Payment in respect of personal/carer's leave (where an Employee has accumulated an entitlement) for a Part-Time Employee will be made according to the number of ordinary hours the Employee would have worked on the day or days on which the leave was taken.
- (o) Part-time Employee review of hours
 - (i) Where an Employee is regularly working more than their agreed regular pattern of work the Employee may request to have their hours reviewed annually.
 - (ii) The hours worked in the following circumstances will not be incorporated in any adjustment:

- (A) If the increase in hours is as a direct result of an Employee being absent on leave, for example annual leave, long service leave, parental leave, workers compensation; and
- (B) If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.
- (iii) If a review establishes a consistent pattern of greater hours is being worked, Huon Regional Care will offer the Employee those additional hours as part of their agreed regular pattern of work.

10.4 Casual employment

- (a) A Casual Employee is an Employee engaged as such on an hourly basis which is irregular and non-systematic other than as a Part-Time or Full-Time Employee, to work up to and including 38 ordinary hours per week.
- (b) A Casual Employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the Employee's classification. In addition, a Casual Loading of 25% of that rate will be paid in full satisfaction of the paid leave entitlements accrued by Full-Time Employees, Notice of Termination and Redundancy Pay entitlements.
- (c) A Casual Employee will be paid a minimum of two hours pay for each engagement.
- (d) The Casual Loading:
 - (i) will not be applied to any Allowances; but
 - (ii) will compound shift work allowances, penalty rates and Overtime.
- (e) The maintenance by Huon Regional Care of a register of people who have requested to be considered for Casual employment does not create any obligation on Huon Regional Care to offer those persons any work or offer them any additional periods of Casual employment once they have worked as a Casual Employee.

10.5 Casual conversion

- (a) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.
- (b) In accordance with the NES, the Employer must make an offer of permanency where the employee has been employed by the employer for a period of 12 months and during at least the last 6 months of that period, the employee has worked a regular pattern of hours on an ongoing basis

10.6 Temporary employment

- (a) A Temporary Employee may be engaged by Huon Regional Care on a Full-Time or Part-Time basis for a specified period of time or for a specified task or tasks (either as a fixed term or maximum/ outer limit term) as advised in writing by Huon Regional Care.
- (b) If a Temporary Employee becomes an Ongoing Employee immediately after a period of temporary employment, the period worked as a Temporary Employee

forms part of that Employee's period of continuous service for all purposes of this Agreement.

- (c) At the end of a Temporary Employee's specified period of time or task or contract of employment, there is no obligation for Huon Regional Care to offer that Temporary Employee any further or additional employment.

10.7 Probationary employment

- (a) Huon Regional Care will initially engage a Full Time Employee, or a Part Time Employee (other than a Temporary Employee who is specifically engaged under a fixed term or task arrangement but not a maximum term/ outer limit term or task arrangement) on Probation for a period up to but not exceeding 6 months.
- (b) The Probation period is a period of review by which Huon Regional Care and the Employee can assess each other's performance, capacity, and willingness to continue the employment arrangements beyond this period.
- (c) Any period of Probation worked by an Employee forms part of that Employee's period of continuous service for all purposes of this Agreement.

11. Termination of employment

11.1 Notice of Termination by Huon Regional Care

Huon Regional Care may terminate an Employee's employment by giving Notice of Termination, or a payment at the Full Rate of Pay in lieu of part or all of the Notice of Termination period, in accordance with only one item of the following table:

Employee's period of continuous service with Employer	Period of Notice of Termination
Casual Employees only	2 hours
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
More than 1 year and because of Redundancy as per clause 12 (Redundancy)	4 weeks

plus Huon Regional Care will provide an additional 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with Huon Regional Care.

11.2 Notice of Termination by an Employee

- (a) An Employee may terminate his or her employment by giving Huon Regional Care Notice of Termination in accordance with clause 11.1, except there is no requirement on the Employee to give:
 - (i) additional Notice of Termination based on the age of the Employee concerned; or
 - (ii) Notice of Termination in the case of Redundancy.
- (b) Subject to the NES, if an Employee fails to give the required Notice of Termination, Huon Regional Care may withhold from any monies due to the Employee on termination an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the Notice of Termination period required by this clause less any Notice of Termination period actually given by the Employee.
- (c) If an Employee who is at least 18 years old does not give the period of notice required under clause 11.2(a), then Huon Regional Care may deduct from wages due to the Employee under this Enterprise Agreement an amount that is no more than one week's wages for the Employee.
- (d) If Huon Regional Care has agreed to a shorter period of notice than that required under clause 11.2(a), then no deduction can be made under clause 11.2(b).
- (e) Any deduction made under clause 11.2(b) must not be unreasonable in the circumstances.

11.3 Job search entitlement – Non Redundancy

- (a) Where Huon Regional Care has given Notice of Termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment.
- (b) The time off is to be taken at times that are convenient to the Employee after consultation with Huon Regional Care.

11.4 Summary Dismissal

Huon Regional Care may terminate an Employee's employment summarily (ie without Notice of Termination) where that Employee has engaged in Serious Misconduct.

12. Redundancy

12.1 Redundancy Pay

- (a) Subject to the exemptions in clause 12.5 (Exemption to pay Redundancy Pay) an Employee is entitled to be paid Redundancy Pay in accordance with the Redundancy Pay table set out in clause 12.1(b), plus the applicable Redundancy related Notice of Termination in clause 11.1 (Notice of Termination by Huon Regional Care) unless the Notice of Termination is worked, if the Employee's employment is terminated at Huon Regional Care's initiative because of Redundancy.

(b) Redundancy Pay table:

Employee's period of continuous service with Huon Regional Care	Redundancy Pay (Completed weeks plus any pro-rata component)
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years but less than 9 years	16 weeks
At least 9 years but less than 10 years	18 weeks
At least 10 years	2 weeks for each year of service, and a pro rata amount for part years

12.2 Transfer to lower paid duties

- (a)** Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated.
- (b)** Huon Regional Care may, at Huon Regional Care's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

12.3 Employee leaving during notice period

- (a)** An Employee given Notice of Termination in circumstances of redundancy may terminate their employment during the period of notice.

- (b) The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

12.4 Job search entitlement - Redundancy

- (a) An Employee given Notice of Termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of Huon Regional Care, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 11.3 (Job Search Entitlement – Non-Redundancy).

12.5 Exemption to pay Redundancy Pay

There is no requirement for Huon Regional Care to pay Redundancy Pay to any Employee where there is not a Redundancy situation, or to Employees:

- (a) who resign from their employment with Huon Regional Care;
- (b) who are engaged as Temporary Employees and the employment is terminated as a consequence of concluding a specified term or specified task or receiving payment in lieu of the requirement to perform the arrangement to its agreed conclusion or expiry;
- (c) where their employment is terminated as a consequence of conduct or capacity;
- (d) who are engaged as Casual Employees;
- (e) with continuous service with Huon Regional Care of less than 12 months;
- (f) who reject an offer of employment made by another employer that:
 - (i) is on terms and conditions substantially similar to, and, considered on an overall basis, no less favourable than, the Employee's terms and conditions of employment with Huon Regional Care immediately before the termination of employment;
 - (ii) recognises the Employee's service with Huon Regional Care; and
 - (iii) had the Employee accepted the offer, there would have been a transfer of employment in relation to the Employee.
- (g) who are excluded from Redundancy Pay for any reason under the Act.

Part 4— Minimum Wages and Related Matters

13. Classifications

- (a) All Employees covered by this Enterprise Agreement must be classified according to the structure and definitions set out in Schedule B (Classifications Definitions).
- (b) Huon Regional Care must advise their Employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Progression

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a Part-Time or Casual Employee 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in Schedule B—Classification Definitions and knowledge gained through experience in the practice settings over such a period.

15. Minimum weekly wages

- (a) The Minimum wages are set out in Schedule A (Wage Rates).

16. Allowances

16.1 Allowance Rates

The Allowances rates are set out in Schedule C (Allowances).

16.2 Clothing and equipment

- (a) Employees required by Huon Regional Care to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees and replaced on a fair wear and tear basis. Such items are to remain the property of Huon Regional Care and be laundered and maintained by Huon Regional Care free of cost to the Employee.
- (b) Instead of the provision of such uniforms, Huon Regional Care may, by agreement with the Employee, pay such Employee a uniform allowance. Where such Employee's uniforms are not laundered by or at the expense of Huon Regional Care, the Employee will be paid a laundry allowance.
- (c) If an Employee declines to have Huon Regional Care launder his or her uniforms, no laundry allowance is payable.
- (d) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

16.3 Meal

- (a) An Employee required to work more than 16 km away from the usual workplace at the usual meal time is entitled to an adequate meal where Huon Regional Care has adequate cooking and dining facilities or a meal allowance for breakfast, lunch, and/or dinner.
- (b) An Employee will be supplied with an adequate meal where Huon Regional Care has adequate cooking and dining facilities or be paid a meal allowance in addition to any overtime payment as follows:
 - (i) when required to work overtime after the usual finishing hour of work beyond one hour or, in the case of Shiftworkers, when the overtime work on any shift exceeds one hour.
 - (ii) provided that where such overtime work exceeds four hours the Employee is entitled to an adequate meal where Huon Regional Care has adequate cooking and dining facilities or a further meal allowance will be paid.
- (c) Clause 16.3(a) will not apply when an Employee could reasonably return home for a meal within the meal break.
- (d) On request the meal allowance will be paid on the same day as overtime is worked.

16.4 On call (remote)

- (a) An on-call allowance is paid to an Employee who is required by Huon Regional Care to be on call at their private residence, or at any other mutually agreed place. For the purposes of this clause the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls. The Employee is entitled to receive the following additional amounts for each 24-hour period or part thereof:
 - (b) between rostered shifts or ordinary hours Monday to Friday inclusive;
 - (c) between rostered shifts or ordinary hours on a Saturday; or
 - (d) between rostered shifts or ordinary hours on a Sunday, Public Holiday or any day when the Employee is not rostered to work.
- (e) For the purpose of this clause the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

16.5 Close call

- (a) 'Close Call' means an Employee being required to be on call for duty and remain at the workplace. An Employee required to be on close call shall:
 - (i) If not required to commence work be paid a minimum payment equivalent to six hours at the Employees Base Rate of Pay; or
 - (ii) If required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in clause 16.5(a)(i).

16.6 Travelling, transport and fares

- (a) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance per kilometre.
- (b) When an Employee is involved in travelling on duty, if Huon Regional Care cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Huon Regional Care on production of receipted account(s) or other evidence acceptable to Huon Regional Care.
- (c) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in clause 16.6(b) which exceed the mode of transport, meals or the standard of accommodation agreed with Huon Regional Care for these purposes.

16.7 Post-graduate qualification

- (a) An Employee who is required to hold a qualification for employment with Huon Regional Care for the performance of work for Huon Regional Care will be paid an allowance for only one qualification.
- (b) Allowances paid under this clause will be taken into account in calculating Overtime and annual leave payments.

16.8 In charge

- (a) Subject to clause 16.8(c), a Registered Nurse Level 1 or 2 who, for more than half a shift, is required to assume charge of a facility where a Level 3 Nurse is usually employed, will be paid an allowance for each shift worked.
- (b) The in-charge responsibility in clause 16.8(a) includes all areas of the facility including catering, domestic and care staff.
- (c) There is no entitlement to and in charge allowance if a Registered Nurse Level 3 or above is rostered for duty at the same time in the same facility.

16.9 Police Check allowance

- (a) It is a requirement for employment that Employees maintain a police record which is in the opinion of Huon Regional Care, satisfactory for them to perform duties.
- (b) Huon Regional Care will pay the cost of Employees obtaining their police check renewals.

16.10 Payment of wages

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period. Where there is a delay in the payment of wages beyond close of business on pay day and that results in an Employee being charged fees or penalties by his or her nominated bank or financial institution, the Employer will reimburse the Employee for any such fees or penalties so charged. The onus will be on the Employee to provide evidence of such charges or fees having been incurred as a result of the delay.

- (b) Employees will be paid by electronic funds transfer, as determined by Huon Regional Care, into the bank or financial institution account nominated by the Employee.
- (c) When Notice of Termination of employment has been given by an Employee or an Employee's services have been terminated by Huon Regional Care, payment of all wages and other monies owing to an Employee will be made to the Employee by no later than the Employee's last working day.
- (d) Employees, other than Casual Employees, are entitled to be paid in respect of any week at their relevant rate, including shift and weekend loadings where applicable, if:
 - (i) due to the act, default or direction of Huon Regional Care they do not work for their full number of ordinary hours; and
 - (ii) they are ready, willing and available to work their full number of working hours in that week.
- (e) Each Employee will receive, at the same time as their fortnightly pay, a payslip which, in addition to pay rates, deductions and superannuation contributions, will detail accruals of annual leave, accrued days off and personal leave.

16.11 Mandatory Training

- (a) An Employee will be paid for the time that it takes to complete any mandatory training required by Huon Regional Care.

17. Superannuation

17.1 Superannuation legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of Huon Regional Cares and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated in this Enterprise Agreement covering the Employee applies.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

17.2 Huon Regional Care contributions

Huon Regional Care must make such superannuation contributions monthly to a superannuation fund for the benefit of an Employee as will avoid Huon Regional Care being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

17.3 Voluntary Employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Huon Regional Care to pay on behalf

of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as Huon Regional Care makes the superannuation contributions provided for in clause 17.2.

- (b) An Employee may adjust the amount the Employee has authorised Huon Regional Care to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to Huon Regional Care.
- (c) Huon Regional Care must pay the amount authorised under clauses 17.3(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 17.3(a) or (b) was made.

17.4 Superannuation fund

Unless, to comply with superannuation legislation, Huon Regional Care is required to make the superannuation contributions provided for in clause 17.2 to another superannuation fund that is chosen by the Employee, Huon Regional Care must make the superannuation contributions provided for in clause 17.2 and pay the amount authorised under clauses 17.3(a) or (b) to one of the following superannuation funds or its successor:

- (a) Health Employees Superannuation Trust of Australia (HESTA); or
- (b) a superannuation fund or scheme which the Employee is a defined benefit member of.

17.5 Salary packaging

- (a) An Employee is entitled to voluntarily enter into salary packaging including salary sacrifice superannuation.
- (b) The employer agrees that the following Employee entitlements must be calculated on the salary level which would have applied to the employer in the absence of salary packaging:
 - (i) wage increases;
 - (ii) overtime and shift penalties;
 - (iii) superannuation payments;
 - (iv) annual leave loading.
- (c) Salary packaging arrangements are administered by an external organisation Huon Regional Care does not arrange, and does not administer, salary packaging schemes.
- (d) No Employee, as a result of entering into a salary packaging agreement, will receive less, in wage and benefit, than currently provided for in this Agreement.
- (e) If an Employee becomes entitled to workers compensation payments, the Employee will not receive less than the entitlements due if the Employee has not entered into a salary packaging arrangement.

Part 5—Hours of Work and Related Matters

18. Ordinary hours of work

- 18.1** The ordinary hours of work for a Full-Time Employee will be 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 18.2** The shift length or ordinary hours of work per day will be a maximum of 8 hours exclusive of meal breaks, but by mutual agreement this can be extended to 10 hours.
- 18.3** ADO system
- (a) An accrued day off (ADO) system of work may be implemented via an Employee working no more than 19 days in a four-week period of 152 hours.
 - (b) The paid day off accrued under the nineteen-day month is to be rostered to fall on a weekday ie: Monday to Friday, and the employer will endeavour to ensure that the accrued day off is rostered to fall either the day before or the day after the rostered day off.
 - (c) Overtime rates, afternoon and night shift allowance, and the additional rates for work performed on Saturdays, Sundays and public holidays will be calculated at the relevant hourly rate.
 - (d) Where on a working day an Employee is absent without pay twenty-four minutes for each such day of absence will be deducted from payment of the Employee's accrued day off.
 - (e) Days of paid absence on public holidays count toward payment of the accrued day off.
 - (f) Where an accrued day off falls on a public holiday a substituted accrued day off will be granted and taken as soon as possible.
- 18.4** Each Employee must be free from duty for not less than two full days in each week unless otherwise agreed. Where practicable, such days off must be consecutive.
- 18.5** The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an Employee will not be required to work more than one shift in each 24 hours.
- 18.6** With agreement of Huon Regional Care an Employee may elect to work make-up time where she or he takes time off during ordinary working hours and then makes up that time by working the relevant number of hours at a later time during the span of ordinary hours.
- 18.7** For the purpose of 18.6, where an Employee's ordinary hours of work within the span of hours 6.00 am and 7.00 pm have been fewer than 76 in any fortnight, any hours worked outside that span shall be deemed to be part of the Employee's ordinary hours of work.

19. Span of hours

The ordinary hours of work for a Day Worker will be between 6.00 am and 7.00 pm

Monday to Friday.

20. Rest breaks between rostered work

An Employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

21. Accumulation and taking of accrued days off (ADOs)

- 21.1** Where an Employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 18—Ordinary hours of work. ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- 21.2** With the consent of Huon Regional Care, ADOs may be accumulated up to a maximum of 5 in any one year.
- 21.3** An Employee will be paid for any accumulated ADOs, at ordinary rates, on the termination of their employment for any reason.

22. Rostering

- 22.1** Employees will work in accordance with a 28 day roster fixed by Huon Regional Care.
- 22.2** The roster will set out Employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to Employees at least seven days before the commencement of the roster period.
- 22.3** Unless Huon Regional Care otherwise agrees, an Employee desiring a roster change will give 7 days notice except where the Employee is ill or in an emergency.
- 22.4** 7 days' notice of a change of roster will be given by Huon Regional Care to an Employee. Except that, a roster may be altered at any time to enable the functions of the hospital or facility to be carried out where another Employee is absent from work due to illness or in an emergency. Where any such alteration requires an Employee working on a day which would otherwise have been the Employee's day off, the day off instead will be as mutually arranged.

23. Saturday and Sunday work

- 23.1** Where an Employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the Employee will be paid a loading of 50% of their Base Rate of Pay for the hours worked during this period.
- 23.2** Where an Employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the Employee will be paid a loading of 100% of their Base Rate of Pay for the hours worked during this period.

24. Breaks

24.1 Meal breaks

- (a) An Employee who works in excess of 5 hours will be entitled to a paid meal break of 30 minutes.
- (b) Where an Employee is required to remain available or on duty during a meal break, the Employee will be paid overtime for all time worked until the meal break is taken.

24.2 Tea breaks

- (a) Every Employee will be entitled to a paid 10-minute tea break in each 4 hours worked at a time to be agreed between the Employee and Huon Regional Care.
- (b) Subject to agreement between Huon Regional Care and Employee, such breaks may alternatively be taken as one 20-minute tea break.
- (c) Tea breaks will count as time worked.

25. Overtime

25.1 Overtime penalty rates

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 18—Ordinary hours of work, are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter. A Shift Worker will receive 200% for all overtime worked Monday to Saturday;
 - (ii) Sunday—double time; and
 - (iii) Public holidays—double time and a half.
- (b) Overtime penalties as prescribed in clause 25.1(a) do not apply to Registered Nurse Levels 4 and 5.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clause 23—Saturday and Sunday work and clause 26—Shiftwork.
- (d) Part-time Employees

All time worked by Part-Time Employees in excess of the rostered daily ordinary Full-Time hours will be overtime and will be paid as prescribed in clause 25.1(a).

25.2 Time off instead of payment for overtime

- (a) An Employee and Huon Regional Care may agree to the Employee taking time off instead of being paid for a particular amount of overtime that has been worked by the Employee.
- (b) The period of time off that an Employee is entitled to take is equivalent to the overtime payment that would have been made.

EXAMPLE: By making an agreement under clause 25.2 an Employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

- (c) Time off must be taken:
 - (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the Employee and Huon Regional Care.
- (d) If the Employee requests at any time, to be paid for overtime covered by an agreement under clause 25.2 but not taken as time off, Huon Regional Care must pay the Employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- (e) If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph (c), Huon Regional Care must pay the Employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- (f) Huon Regional Care must not exert undue influence or undue pressure on an Employee in relation to a decision by the Employee to make, or not make, an agreement to take time off instead of payment for overtime.
- (g) An Employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by Huon Regional Care and the Employee, instead of being paid for overtime worked by the Employee. If Huon Regional Care agrees to the request then clause 25.2 will apply for overtime that has been worked.

Note: If an Employee makes a request under section 65 of the Act for a change in working arrangements, Huon Regional Care may only refuse that request on reasonable business grounds (see section 65(5) of the Act).

- (h) If, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 25.2 applies has not been taken, Huon Regional Care must pay the Employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 25.2.

25.3 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An Employee, other than a Casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off

duty without loss of pay for ordinary working time occurring during such absence.

- (c) If, on the instruction of Huon Regional Care, an Employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

25.4 Rest break during overtime

An Employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

25.5 Recall to work when on call

An Employee, who is required to be on call and who is recalled to work, will be paid for a minimum of four hours work at the appropriate overtime rate.

25.6 Recall to work when not on call

- (a) An Employee who is not required to be on call and who is recalled to work after leaving Huon Regional Care's premises will be paid for a minimum of four hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an Employee is recalled within three hours of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An Employee recalled to work within two hours of their usual starting time are to be paid at overtime rates with a minimum payment of two hours at 200%.
- (d) If an Employee is recalled to work, the Employee will be provided with transport to and from their home or will be refunded the cost of such transport.

26. Shiftwork

26.1 Shift penalties

- (a) Where an Employee works a rostered afternoon shift between Monday and Friday, the Employee will be paid a loading of 17.5% of their Base Rate of Pay.
- (b) Where an Employee works a rostered night shift between Monday and Friday, the Employee will be paid a loading of 20% of their Base Rate of Pay.
- (c) The provisions of this clause do not apply where an Employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
 - (i) **Afternoon shift** means any shift commencing not earlier than 12.00 noon and finishing after 7.00 pm on the same day. However, the finish time is after 6.00pm for Nursing Assistant or Student Enrolled Nurse; and

- (ii) **Night shift** means any shift commencing on or after 7.00 pm and finishing before 8.00 am on the following day.
- (e) The shift penalties prescribed in this clause will not apply to shiftwork performed by an Employee on Saturday, Sunday or Public Holiday where the extra payment prescribed by clause 23—Saturday and Sunday work and clause 29—Public holidays applies.
- (f) The provisions of this clause will not apply to Registered Nurse Levels 4 and 5.

27. Higher duties

- 27.1 An Employee, who is required to relieve another Employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for 3 days or more.
- 27.2 Higher duties allowance does not apply to Registered Nurse Levels 4 and 5.

Part 6—Leave and Public Holidays

28. Annual leave

The entitlement to Annual Leave is 4 weeks for non-Shiftworkers (Annual Leave) and 5 weeks for Shiftworkers. The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

28.1 Excessive leave accruals: general provision

Note: Clauses 28.1 to 28.3 contain provisions, additional to the NES, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the Act.

- (a) An Employee has an **excessive leave accrual** if the Employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a Shiftworker, as defined by clause 3.1).
- (b) If an Employee has an excessive leave accrual, Huon Regional Care or the Employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 28.2 sets out how Huon Regional Care may direct an Employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 28.3 sets out how an Employee who has an excessive leave accrual may require Huon Regional Care to grant paid annual leave requested by the Employee.

28.2 Excessive leave accruals: direction by Huon Regional Care that leave be taken

- (a) If Huon Regional Care has genuinely tried to reach agreement with an Employee under clause 28.1(b) but agreement is not reached (including

because the Employee refuses to confer), Huon Regional Care may direct the Employee in writing to take one or more periods of paid annual leave.

- (b) However, a direction by Huon Regional Care under paragraph (a):
 - (i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 5 weeks when any other paid annual leave arrangements (whether made under clause 28.1, 28.2 or 28.3 or otherwise agreed by Huon Regional Care and Employee) are taken into account; and
 - (ii) must not require the Employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by Huon Regional Care and Employee.
- (c) The Employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An Employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 28.2(b)(i).

Note 2: Under section 88(2) of the Act, Huon Regional Care must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

28.3 Excessive leave accruals: request by Employee for leave

- (a) If an Employee has genuinely tried to reach agreement with Huon Regional Care under clause 28.1(b) but agreement is not reached (including because Huon Regional Care refuses to confer), the Employee may give a written notice to Huon Regional Care requesting to take one or more periods of paid annual leave.
- (b) However, an Employee may only give a notice to Huon Regional Care under paragraph (a) if:
 - (i) the Employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the Employee has not been given a direction under clause 28.2(a) that, when any other paid annual leave arrangements (whether made under clause 28.1, 28.2 or 28.3 or otherwise agreed by Huon Regional Care and Employee) are taken into account, would eliminate the Employee's excessive leave accrual.
- (c) A notice given by an Employee under paragraph (a) must not:
 - (i) if granted, result in the Employee's remaining accrued entitlement to paid annual leave being at any time less than 5 weeks when any other paid

annual leave arrangements (whether made under clause 28.1, 28.2 or 28.3 or otherwise agreed by Huon Regional Care and Employee) are taken into account; or

- (ii) provide for the Employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the Employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by Huon Regional Care and Employee.
- (d) An Employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a Shiftworker, as defined by clause 3.1) in any period of 12 months.
- (e) The Huon Regional Care must grant paid annual leave requested by a notice under paragraph (a).

28.4 Payment for annual leave

Before going on annual leave, an Employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

28.5 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in this clause, an Employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

28.6 Annual leave loading

- (a) In addition to their Base Rate of Pay, an Employee, other than a Shiftworker, will be paid an annual leave loading of 17.5% of their Base Rate of Pay, including any all-purpose payments, on a maximum of 152 hours/four weeks annual leave per annum.
- (b) Shiftworkers, in addition to their Base Rate of Pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of Base Rate of Pay, including any all-purpose payment; or
 - (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.

28.7 Payment of annual leave on termination

On the termination of their employment, an Employee will be paid their untaken annual leave and pro rata leave including annual leave loading.

28.8 Annual leave in advance

- (a) Huon Regional Care and Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.
- (b) An agreement must:

- (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
- (ii) be signed by Huon Regional Care and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.

Note: An example of the type of agreement required by clause 28.8 is set out at Schedule D. There is no requirement to use the form of agreement set out at Schedule D.

- (c) The Huon Regional Care must keep a copy of any agreement under clause 28.8 as an Employee record.
- (d) If, on the termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 28.8, Huon Regional Care may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

28.9 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 28.9.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 28.9.
- (c) Huon Regional Care and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (d) An agreement under clause 28.9 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 28.9 must be signed by Huon Regional Care and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (i) The Huon Regional Care must keep a copy of any agreement under clause 28.9 as an Employee record.

Note 1: Under section 344 of the Act, Huon Regional Care must not exert undue influence or undue pressure on an Employee to make, or not make, an agreement under clause 28.9.

Note 2: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 28.9.

Note 3: An example of the type of agreement required by clause 28.9 is set out at Schedule E. There is no requirement to use the form of agreement set out at Schedule E.

28.10 Call back from annual leave

An Employee called back from annual leave, due to a covid-19 outbreak, will be paid at 200% of their Base Rate of Pay for all time worked during their period of annual leave.

29. Public holidays

29.1 Local, state and national Public Holidays are observed in accordance with the *Statutory Holidays Act 2000* (Tas) or otherwise as gazette. This clause contains additional provisions.

29.2 The Public Holidays previously and generally observed by Huon Regional Care are as follows:

- (a) New Year's Day
- (b) Australia Day,
- (c) Hobart Regatta Day (south of Oatlands);
- (d) Eight hours day;
- (e) Good Friday;
- (f) Easter Monday;
- (g) Anzac Day;
- (h) Sovereign's Birthday;
- (i) Hobart Show Day;
Christmas Day;
- (j) Boxing Day;
- (k) or any other day that has been previously and generally observed in the region in lieu of or in addition to any of the Public Holidays mentioned above.

29.3 Payment for work done on Public Holidays

- (a) All work done by an Employee during their ordinary shifts on a Public Holiday, including a substituted day, will be paid at 200% of their Base Rate of Pay.

29.4 Public holiday substitution

Huon Regional Care and the Employees may, by agreement, substitute another day for a Public Holiday.

29.5 Public holidays occurring on rostered days off

All Full-Time Employees will receive a day's ordinary pay for Public Holidays that occur on their rostered day off except where the Public Holidays fall on Saturday or Sunday with respect to Monday–Friday Employees.

29.6 Accrued days off on Public Holidays

Where an Employee's accrued day off falls on a Public Holiday, another day, determined by Huon Regional Care, will be taken instead within the same four-week work cycle, where practical.

29.7 Additional leave days by mutual agreement

- (a) In lieu of being paid double time under clause 29.3, where Huon Regional Care and Employee mutually agree in writing at the time the Public Holiday is worked, an Employee may be paid their Base Rate of Pay for time worked on a Public Holiday and have the same number of hours worked accrued, to be taken as leave, including in conjunction with a period of annual leave.
- (b) Payment for any days taken as leave, accrued in accordance with clause 29.7(a) shall be at the Employee's Base Rate of Pay, excluding shift and/or weekend penalties and annual leave loading.
- (c) The taking of any additional days accrued as leave in accordance with 29.7(a) shall be by mutual agreement between Huon Regional Care and Employee, provided that such agreement shall not be unreasonably withheld.
- (d) Any untaken additional days accrued as leave in accordance with clause 29.7(a) shall be paid out to the Employee upon termination of employment.
- (e) Provided that any additional days accrued as leave in accordance with clause 29.7(a) shall not be considered annual or personal/carer's leave for any purpose.

30. Personal/carer's leave and compassionate leave

- (a) Personal/carer's leave and compassionate leave are provided for in the NES.
- (b) In addition to the NES, Huon Regional Care will provide the Employee an extra 10 personal/carer's leave days.
- (c) An Employee will be entitled to 5 single days per annum without evidence.
- (d) Huon Regional Care will arrange for a registered immuniser to come into the workplace to administer the vaccinations to any Employee who wishes to take up the option. The immunizer will bulk-bill at no cost to Employees.
- (e) In addition to the NES, Employees (other than Casual Employees) are entitled to up to:
 - (i) 5 days of paid compassionate leave on the death of a mother, father, partner or child; or
 - (ii) 3 days of paid compassionate leave on the death of a brother, sister, mother-in-law, father-in-law, stepmother, stepfather, grandfather, grandmother and grandchild or a member of the Employee's household.

31. Communicable / contagious illness

- (a) If an Employee is suffering from a Communicable or contagious illness which includes influenza and is instructed by the manager to not attend work for a specified period, the Employee is not required to obtain a medical certificate for that period and such leave shall not count towards the certificate free days mentioned in this agreement.
- (b) In the event of an outbreak of gastroenteritis at one of the Employer's facilities, an Employee, who contracts gastroenteritis and takes personal leave due to that illness, is entitled to a maximum of 2 days paid personal leave, per outbreak, in accordance with the provisions of this clause with no reduction in their accrued personal days, under the following conditions:
 - (i) The facility is in declared 'lock down' as per the requirements of the relevant state body;
 - (ii) The Employee must have worked at the facility during the declared gastroenteritis outbreak.

32. Parental leave

- (a) Unpaid parental leave is provided for in the NES.
- (b) In addition to the NES, Huon Regional Care will pay Employees, who are entitled to the Federal government's paid parental leave (PPL) scheme, the difference between the PPL and the Employee's relevant Base Rate of Pay for 18 weeks. The payment received from Huon Regional Care can be split over a period of 36 weeks.
- (c) An Employee who is the non-primary carer of a newborn or newly adopted child will receive the difference between the Federal government's parental leave pay and the Employee's Base Rate of Pay to a maximum of 1 week. The payment received from Huon Regional Care can be split over a period of 2 weeks

33. Community service leave

- (a) Community service leave is provided for in the NES.
- (b) In addition to the NES, Huon Regional Care will not unreasonably refuse to grant community service leave if:
 - (i) the Employee has informed their Manager, as soon as practicable regarding the requirement for the absence and its likely length;
 - (ii) the Employee is able without undue disruption to the operational requirements of Huon Regional Care to be released to assist in responding to the emergency; and
 - (iii) if required by Huon Regional Care, the Employee can obtain from the relevant emergency organisation proof of the request for and duration of the attendance in response to the emergency situation.

- (c) Huon Regional Care will pay Employees:
- (i) the difference between any payment made by a third party for the jury service and the Employee's Base Rate of Pay to a maximum of the first 10 days jury service; or
 - (ii) where the Employee has taken all reasonable steps to receive their entitlement to payment, for the jury service, made by a third party and it has not been made, at their Base Rate of Pay for their ordinary hours of work in the period of jury service to a maximum of the first 10 days jury service.

34. Ceremonial leave

An Employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of Huon Regional Care.

35. Leave to deal with Family and Domestic Violence

35.1 This clause applies to all Employees, including Casuals. For casual Employees, family and domestic violence leave is unpaid.

35.2 Definitions

- (a) In this clause:
- family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- family member means:
- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 35.2(a) includes a former spouse or de facto partner.

35.3 Entitlement to paid leave

An Employee is entitled to 10 days' paid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the Employee's employment; and
- (b) the leave does not accumulate from year to year.

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and Huon Regional Care.

2. Huon Regional Care and Employee may agree that the Employee may take more than 5 days' unpaid leave to deal with family and domestic violence.

35.4 Taking paid leave

An Employee may take paid leave to deal with family and domestic violence if the Employee:

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the Employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an Employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

35.5 Service and continuity

The time an Employee is on paid leave to deal with family and domestic violence does not count as service but does not break the Employee's continuity of service.

35.6 Notice and evidence requirements

(a) Notice

An Employee must give their Huon Regional Care notice of the taking of leave by the Employee under clause 35. The notice:

- (i) must be given to Huon Regional Care as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise Huon Regional Care of the period, or expected period, of the leave.

(b) Evidence

An Employee who has given their Huon Regional Care notice of the taking of leave under clause 35 must, if required by Huon Regional Care, give Huon Regional Care evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 35.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

35.7 Confidentiality

- (a) Huon Regional Cares must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 35.6 is treated confidentially, as far as it is reasonably practicable to do so.

- (b) Nothing in clause 35 prevents Huon Regional Care from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. Huon Regional Care should consult with such Employees regarding the handling of this information.

35.8 Compliance

An Employee is not entitled to take leave under clause 35 unless the Employee complies with clause 35.

36. Long Service leave

Long Service leave is provided for in the *Long Service Leave Act 1976 (Tas)*. Employees employed under the *Hobart District Nursing Service Incorporated Nurses Agreement 2014* prior to the commencement of this agreement are entitled to 13 weeks' long service leave in respect of the first 10 years of continuous employment with the employer; 6.5 weeks' long service leave in respect of each additional 5 years' continuous employment with the employer; and, on the termination of their employment, an additional period of long service leave in respect of the number of years' continuous employment with the employer since the last accrual of entitlement to long service leave under the foregoing provisions of this paragraph, such period of long service leave as bears the same proportion to 13 weeks as that number of years bears to 10 years.

37. Union Delegate Rights

- (a) Union delegates or elected workplace representatives, with approval of Huon Regional Care and upon application in writing, shall be granted up to a combined total of ten days leave with pay each calendar year, per union non-cumulative, to:
 - (i) represent members in bargaining;
 - (ii) represent the interests of members to Huon Regional Care and at times industrial tribunals;
 - (iii) consult with union members and other Employees for whom the delegate is a bargaining representative;
 - (iv) attend union education;
 - (v) attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace; and

- (vi) attend union annual delegates conference.
- (b) It is recognised that union training leave is paid. In addition to union training leave, the Employee may elect to utilise other forms of leave in accordance with other terms of this Enterprise Agreement.
- (c) Any request for leave to attend union training, the Employee must submit their request in writing with 14 days' notice prior to the commencement of the Union training to Huon Regional Care. Approval of the leave request shall be on the basis that Huon Regional Care agrees to release the delegate from their normal roster if the delegate was rostered to work during the time of leave.
- (d) The granting of any leave pursuant to this clause shall be subject to Huon Regional Care being able to make adequate staffing arrangements amongst current Employees during the period of such leave. Huon Regional Care shall not use this subclause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Enterprise Agreement.
- (f) All expenses (such as, travel, accommodation and meals) associated with or incurred by the Employee attending a training course as provided in this clause shall be the responsibility of the Employee or the Union.

38. Notice Board

The Employer is to permit a notice board to be erected in the workplace(s) for the use of Employees.

39. Meal Charges

Where Employees have meals provided by the employer the charges for such meals are:

- (a) Two course meal - \$5.31
- (b) Main course - \$4.08
- (c) Other course, i.e. soup or sweet \$3.71
- (d) Breakfast- \$3.71

Where a meal is provided no additional charge will be made for tea or coffee, toast, bread, butter or condiments.

40. Professional Development and Study Leave

All Employees will be provided with equitable access to training and education opportunities and, wherever possible, the training will be accredited training.

All Employees shall receive up to three (3) days paid development/study leave if relevant to employment and authorised by Huon Regional Care Management.

The development/study leave will not be unreasonably withheld by Huon Regional Care.

41. Vaccination Leave

Employees are entitled to 2 days paid leave in the event they suffer any adverse side effects from getting vaccinated. The normal evidence requirements apply. An Employee who has given ~~their~~ Huon Regional Care notice of the taking of leave under clause 41 must, if required by Huon Regional Care, give Huon Regional Care evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 41.

42. Workload

Huon Regional Care will, provide the care minutes required, as per the directive of the Aged Care Royal Commission.

Huon Regional Care will roster in accordance with the directive of the Aged Care Commission care minutes requirement.

Schedule A – Wage Rates

The following Ordinary hourly rates apply to Employees classified in accordance with the Classifications detailed in the Schedule B (Classification Definitions). However, should an Employee be on higher Ordinary hourly rates prior to the commencement of this Agreement than provided in the below table, they will retain those rates until the rates provided in the table below are higher.

Classification	3% from FFPP on or after 1/01/2022	3.0% from FFPP on or after 1/07/2023 or the FWC minimum wage decision % increase whichever is greater	3.0% from FFPP on or after 1/07/2024 or the FWC minimum wage decision % increase whichever is greater	3.0% from FFPP on or after 1/07/2025 or the FWC minimum wage decision % increase whichever is greater
Nursing assistant, 1st year	\$23.9506	\$24.6691	\$25.4092	\$26.1715
Nursing assistant, 2nd year	\$24.3448	\$25.0751	\$25.8274	\$26.6022
Nursing assistant, 3rd year and thereafter	\$24.7505	\$25.4930	\$26.2578	\$27.0455
Nursing assistant, experienced (the holder of a relevant certificate III qualification)	\$25.5504	\$26.3169	\$27.1064	\$27.9196
Student enrolled nurse - less than 21 years of age	\$22.1769	\$22.8422	\$23.5275	\$24.2333
Student enrolled	\$23.3246	\$24.0243	\$24.7451	\$25.4874

nurse - 21 years of age and over				
Enrolled Nurse – Pay Point 1	\$28.1671	\$29.0121	\$29.8825	\$30.7790
Enrolled Nurse – Pay Point 2	\$28.6241	\$29.4828	\$30.3673	\$31.2783
Enrolled Nurse – Pay Point 3	\$29.7921	\$30.6859	\$31.6064	\$32.5546
Enrolled Nurse – Pay Point 4	\$30.3971	\$31.3090	\$32.2483	\$33.2157
Enrolled Nurse – Pay Point 5	\$31.0046	\$31.9347	\$32.8928	\$33.8796
Enrolled Nurse – Level 2 (Medication Endorsed) Pay Point 1 (1 st year Service)	\$31.4643	\$32.4082	\$33.3805	\$34.8219
Enrolled Nurse - Level 2 (Medication Endorsed) Pay Point 2 (2 nd Year Service)	\$32.0714	\$33.0335	\$34.0245	\$35.0453
Registered nurse - level 1, pay point 2	\$32.8201	\$33.8047	\$34.8188	\$35.8634
Registered nurse - level 1, pay point 3	\$34.3356	\$35.3657	\$36.4266	\$37.5194
Registered nurse - level 1, pay point 4	\$35.8500	\$36.9255	\$38.0333	\$39.1743
Registered nurse - level 1, pay point 5	\$37.3618	\$38.4827	\$39.6371	\$40.8262

Registered nurse - level 1, pay point 6	\$38.8773	\$40.0437	\$41.2450	\$42.4824
Registered nurse - level 1, pay point 7	\$40.3909	\$41.6026	\$42.8507	\$44.1362
Registered nurse - level 1, pay point 8 and thereafter	\$41.9048	\$43.1619	\$44.4568	\$45.7905
Registered nurse - level 2, pay point 1	\$43.4189	\$44.7215	\$46.0631	\$47.4450
Registered nurse - level 2, pay point 2	\$44.4283	\$45.7611	\$47.1340	\$48.5480
Registered nurse - level 2, pay point 3	\$45.4362	\$46.7993	\$48.2033	\$49.6494
Registered nurse - level 2, pay point 4 and thereafter	\$46.4476	\$47.8410	\$49.2763	\$50.7545
Registered nurse - level 3, pay point 1	\$48.3397	\$49.7899	\$51.2836	\$52.8221
Registered nurse - level 3, pay point 2	\$49.4743	\$50.9585	\$52.4873	\$54.0619
Registered nurse - level 3, pay point 3	\$50.6104	\$52.1287	\$53.6926	\$55.3034
Registered nurse - level 3, pay point 4	\$51.7474	\$53.2998	\$54.8988	\$56.5458
Registered nurse - level 4	\$57.8025	\$59.5366	\$61.3227	\$63.1624
Registered nurse - level 5	\$71.6847	\$73.8352	\$76.0503	\$78.3318

Schedule B—Classification Definitions

B.1 Nursing assistant

Nursing assistant means an Employee, other than one registered with the Nursing and Midwifery Board of Australia or its successor or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to persons.

B.2 Nursing care

Nursing care means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described in B.5.
- For the purposes of this Enterprise Agreement nursing care also includes care provided by midwives.

B.3 Student enrolled nurse

Student enrolled nurse means a student undertaking study to become an enrolled nurse.

B.4 Enrolled nurses

B.4.1 Enrolled nurse—pay point 1

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An Employee will be appointed based on training and experience including:
 - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
 - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) **Skill indicators**
 - The Employee has limited or no practical experience of current situations; and
 - The Employee exercises limited discretionary judgment, not yet developed by practical experience.

B.4.2 Enrolled nurse—pay point 2

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.
- (b) An Employee will be appointed to this pay point based on training and experience including:
- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma Level leading to enrolment as an EN; or
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

B.4.3 Enrolled nurse—pay point 3

- (a) Pay point 3 refers to the pay point to which an EN has been appointed.
- (b) An Employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or

- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

B.4.4 Enrolled nurse—pay point 4

- (a) Pay point 4 refers to the pay point to which an EN has been appointed.
- (b) An Employee will be appointed to this pay point based on training and experience including:
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

B.4.5 Enrolled nurse—pay point 5

- (a) Pay point 5 refers to the pay point to which an EN has been appointed.
- (b) An Employee will be appointed to this pay point based on training and experience including:
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators

The Employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the Employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

- efficiency and sound judgment in identifying situations requiring assistance from an RN.

B.5 Registered Nurses

B.5.1 Registered Nurse—Level 1 (RN1)

- (a) An Employee at this Level performs their duties:
- (i) according to their Level of competence; and
 - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (b) An Employee at this Level is required to perform general nursing duties which include substantially, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
 - accepting accountability for the Employee's own standards of nursing care and service delivery; and
 - participating in action research and policy development within the practice setting.

B.5.2 Registered Nurse—Level 2 (RN2)

- (a) An Employee at this Level:
- (i) holds any other qualification required for working in the Employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower Level when the Employee is required to perform the duties detailed in this subclause on a continuing basis.

An Employee at this Level may also be known as a Clinical nurse.

- (b) In addition to the duties of an RN1, an Employee at this Level is required, to perform duties delegated by a Clinical nurse consultant or any higher Level classification.

Duties of a **Clinical nurse** will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;

- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

B.5.3 Registered Nurse—Level 3 (RN3)

(a) An Employee at this Level:

- (i)** holds any other qualification required for working in the Employee's particular practice setting; and
- (ii)** is appointed as such by a selection process or by reclassification from a lower Level when that the Employee is required to perform the duties detailed in this subclause on a continuing basis.

An Employee at this Level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

(b) In addition to the duties of an RN2, an Employee at this Level will perform the following duties in accordance with practice settings and patient or client groups:

- (i) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:**
 - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff and patient/client education;
 - staff selection, management, development and appraisal;
 - participating in policy development and implementation;
 - acting as a consultant on request in the Employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
 - delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
 - coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
 - coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

(ii) Duties of a **Nurse manager** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(iii) Duties of a **Nurse educator** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

B.5.4 Registered Nurse—Level 4 (RN4)

(a) An Employee at this Level:

- (i) holds any other qualification required for working in the Employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower Level when the Employee is required to perform the duties detailed in this subclause on a continuing basis.

An Employee at this Level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).

- (b) Appointment at a particular grade at this Level will depend upon the Level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN3, an Employee at this Level will perform the following duties:
 - (i) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the Employee's area of responsibility;
 - provision of appropriate education programs, coordination and promotion of clinical research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
 - being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
 - being accountable for clinical operational planning and decision making for a specified span of control; and
 - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.
 - (ii) Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the Employee's area of responsibility;

- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

(iii) Duties of an **Assistant director of nursing (education)** will substantially include, but are not confined to:

- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the Employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

B.5.5 Registered Nurse Level 5—(RN5)

(a) An Employee at this Level:

- (i) holds any other qualification required for working in the Employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower Level when the Employee is required to perform the duties detailed in this subclause on a continuing basis.

An Employee at this Level may also be known as a Director of nursing.

- (b) Appointment at a particular grade at this Level will depend upon the Level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN4, an Employee at this Level will perform the following duties:
 - being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
 - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
 - providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
 - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
 - managing the budget of the nursing division of the health unit;
 - ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
 - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

B.6 Occupational health nurses

The duties and responsibilities of Occupational health nurses include, but are not necessarily confined to:

- the maintenance of appropriate records relating to the activities of the occupational health unit and services to clients;
- the rehabilitation of injured workers;
- preventative action in relation to occupational hazards that may lead to injury and/or illness;
- immediate and continuing treatment of occupational injuries and/or illness;
- health promotion; and
- the counselling of clients on health related matters.

B.6.1 Occupational health nurse—Level 1

- (a) An Employee at this Level:
 - (i) is an RN with at least four years post registration experience; and
 - (ii) performs duties in relation to occupational health consistent with:

- giving direct nursing care to a group of clients;
- assessing nursing care needs of clients; and
- participating in provision of education to clients.

B.6.2 Occupational health clinical nurse—Level 2

(a) An Employee at this Level:

- (i)** is an RN with at least four years post registration experience; and
- (ii)** performs duties in connection with occupational health which are more complex than the duties performed by an Occupational health nurse Level 1.

Appointment to Level 2 of this salary structure is only upon successful completion of a relevant post-registration qualification to this field of employment.

Payment at this Level will commence when Huon Regional Care receives reasonable proof from the Employee that the qualification has been obtained. The onus of proof rests with the Employee.

(b) The duties of an Employee at this Level may include, but are not necessarily confined to:

- the prevention of injury/illness;
- rehabilitation; and
- occupational hazard identification.

B.6.3 Senior occupational health clinical nurse

An Employee at this Level is an RN with at least five years post registration experience who:

- coordinates the occupational health nursing service; and
- provides support and direction to four or less Occupational health nurses and/or Occupational health clinical nurses.

B.6.4 Occupational health nurse consultant—Level 3

An Employee at this Level is an RN with at least five years post registration experience who:

- coordinates the Occupational health nursing services; and
- provides support and direction to five or more Occupational nurses and/or Occupational health clinical nurses.

B.7 Nurse Practitioner

A Nurse practitioner:

- is a registered nurse/midwife appointed to the role;

- has obtained an additional qualification relevant to the Nursing and Midwifery Board of Australia or its successor to enable them to become licensed Nurse practitioners.

A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

B.7.1 Role of a licensed Nurse practitioner

- (a) The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse /midwife in extended practice across stable, unpredictable and complex situations.
- (b) The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

B.7.2 Scope of practice

- (a) The scope of practice of the Nurse practitioner is determined by the context in which:
 - (a) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
 - (b) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all Levels of health service.

Schedule C – Allowances

Allowance	Clause	FFPP on or after 1/07/2022	FFPP on or after 1/07/2023	FFPP on or after 1/07/2024	FFPP on or after 1/07/2025
Clothing and Equipment	16.2	Uniform \$1.38 per shift, or \$7.02 per week Laundry \$0.36 per shift up to a maximum of \$1.67 per week Reimbursement for the cost of purchasing required rubber gloves, special clothing or safety equipment	Uniform \$1.42 per shift, or \$7.24 per week Laundry \$0.37 per shift up to a maximum of \$1.72 per week Reimbursement for the cost of purchasing required rubber gloves, special clothing or safety equipment	Uniform \$1.46 per shift, or \$7.45 per week Laundry \$0.38 per shift up to a maximum of \$1.77 per week Reimbursement for the cost of purchasing required rubber gloves, special clothing or safety equipment	Uniform \$1.51 per shift, or \$7.68 per week Laundry \$0.39 per shift up to a maximum of \$1.82 per week Reimbursement for the cost of purchasing required rubber gloves, special clothing or safety equipment
Meal	16.3	\$14.96 for the first meal and \$14.96 for an extra meal after every 4 hours	\$15.40 for the first meal and \$15.40 for an extra meal after every 4 hours	\$15.87 for the first meal and \$15.87 for an extra meal after every 4 hours	\$16.34 for the first meal and \$16.34 for an extra meal after every 4 hours
On call allowance - Monday to Friday	16.4	\$16.86 for each on call period of up to 24 hour	\$17.37 for each on call period of up to 24 hour	\$17.89 for each on call period of up to 24 hour	\$18.42 for each on call period of up to 24 hour
On call allowance - Saturday		\$25.30 for each on call period of up to 24 hours	\$26.06 for each on call period of up to 24 hours	\$26.84 for each on call period of up to 24 hours	\$27.65 for each on call period of up to 24 hours
On call allowance - Sunday, public holidays and rostered days off		\$29.51 for each on call period of up to 24 hours	\$30.39 for each on call period of up to 24 hours	\$31.31 for each on call period of up to 24 hours	\$32.25 for each on call period of up to 24 hours

Close Call	16.5	(i) a minimum payment equivalent to six hours at the Employees Base Rate of Pay; or (ii) If required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in clause 16.5(a)(i).	(i) a minimum payment equivalent to six hours at the Employees Base Rate of Pay; or (ii) If required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in clause 16.5(a)(i).	(i) a minimum payment equivalent to six hours at the Employees Base Rate of Pay; or (ii) If required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in clause 16.5(a)(i).	(i) a minimum payment equivalent to six hours at the Employees Base Rate of Pay; or (ii) If required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in clause 16.5(a)(i).
Travelling, Transport and Fares	16.6	\$0.80 per km reimbursement for the cost of reasonable fares, meals and accommodation	\$0.80 per km reimbursement for the cost of reasonable fares, meals and accommodation	\$0.80 per km reimbursement for the cost of reasonable fares, meals and accommodation	\$0.80 per km reimbursement for the cost of reasonable fares, meals and accommodation
Post Graduate Hospital or Post Graduate Hospital Certificate	16.7	4% of the relevant hourly rate	4% of the relevant hourly rate	4% of the relevant hourly rate	4% of the relevant hourly rate
Post Graduate Diploma or Degree (other than a nursing under graduate degree)		6.5% of the relevant hourly rate	6.5% of the relevant hourly rate	6.5% of the relevant hourly rate	6.5% of the relevant hourly rate

Masters or Doctorate		7.5% of the relevant hourly rate	7.5% of the relevant hourly rate	7.5% of the relevant hourly rate	7.5% of the relevant hourly rate
In Charge	16.8	28.14	28.98	29.85	30.75

Schedule D—Agreement to Take Annual Leave in Advance

Name of Employee: _____

Name of Huon Regional Care: _____

The Huon Regional Care and Employee agree that the Employee will take a period of paid annual leave before the Employee has accrued an entitlement to the leave:

The amount of leave to be taken in advance is: _____ hours/days

The leave in advance will commence on: ____/____/20____

Signature of Employee: _____

Date signed: ____/____/20____

Name of Huon Regional Care representative:

Signature of Huon Regional Care representative:

Date signed: ____/____/20____

[If the Employee is under 18 years of age - include:]

I agree that:

if, on termination of the Employee's employment, the Employee has not accrued an entitlement to all of a period of paid annual leave already taken under this agreement, then Huon Regional Care may deduct from any money due to the Employee on termination an amount equal to the amount that was paid to the Employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

Schedule E—Agreement to Cash Out Annual Leave

Name of Employee: _____

Name of Huon Regional Care: _____

The Huon Regional Care and Employee agree to the Employee cashing out a particular amount of the Employee's accrued paid annual leave:

The amount of leave to be cashed out is: _____ hours/days

The payment to be made to the Employee for the leave is: \$_____ subject to deduction of income tax/after deduction of income tax (strike out where not applicable)

The payment will be made to the Employee on: ____/____/20____

Signature of employee: _____

Date signed: ____/____/20____

Name of Huon Regional Care representative: _____

Signature of Huon Regional Care representative: _____

Date signed: ____/____/20____

Include if the Employee is under 18 years of age:

Name of parent/guardian: _____

Signature of parent/guardian: _____

Date signed: ____/____/20____

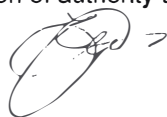
Schedule F— Signatories to this Enterprise Agreement

Name **Huon Regional Care
Limited (ABN 63 683 694
146)**

Address 3278 Huon Highway, Franklin
TAS 7113

Title **Acting CEO**

Explanation of authority to sign **Acting CEO**

Signature 

**For and on behalf of Huon
Regional Care Limited
(ABN 63 683 694 146)**

Name **Tim Jacobson**

Address **11 Clave Street New Town 7008**

Title **State Secretary**

Explanation of authority to sign **State Secretary**

Signature 

Name **Emily Shepherd**

Address **182 Macquarie Street, Hobart Tasmania 7000**

Title **Branch Secretary**

Explanation of authority to sign **Branch Secretary of the Australian Nursing and
Midwifery Federation, Tasmanian Branch**

Signature 

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2022/1740

Applicant: Huon Regional Care

UNDERTAKINGS

Huon Regional Care, in accordance with section 190 of the *Fair Work Act 2009*, gives the following undertaking with respect to the **Huon Regional Care Nursing Staff Enterprise Agreement 2022** ("the Agreement"):

1. That notwithstanding clause 2.3 the nominal expiry date of the agreement will not be more than 4 years after the day on which the FWC approves the agreement.
2. Notwithstanding the provisions of clause 12.5 (f) of the Agreement, any reduction in this regard will only occur if the Fair Work Commission (FWC) has determined that the amount of redundancy pay is able to be reduced to a specified amount that it considers appropriate.
3. Clause 29.4 only applies, to extent that an individual Employee may, by agreement, substitute another day for a Public Holiday.



Fiona Reid
Acting CEO
Huon Regional Care
16 June 2022